

Contractor, whichever is later. This time limit may be extended by mutual agreement of the parties. The Contractor, within ten (10) Days of the receipt of the decision by the Authority shall accept or reject the decision in writing. If the Contractor neither accepts nor rejects the decision of the Authority within ten (10) Days, the dispute will be considered withdrawn from the administrative process. There will be no further administrative remedy.

17.2.5 If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the dispute. Within fifteen (15) Days after issuance of a Certificate of Acceptance for a School Facility, the Contractor may request in writing that any or all outstanding Claims regarding that Facility which any ~~or~~ all Claims that have been processed through Step Two of the dispute resolution process and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Three, non-binding mediation. Such request shall be sent to the person designated in the Contract Documents. No dispute will proceed automatically to Step Three and the Contractor must make a specific written request that the dispute be elevated to Step Three for review. Step Three review will not be available until after the issuance of a Certificate of Acceptance unless an earlier time for submission of the dispute to Step Three is agreed to by the Contractor and the Authority. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. A failure by the parties to agree on the rules for mediation shall end the resolution process.

ARTICLE 18. LEGAL RELATIONS ~~AND~~ MISCELLANEOUS PROVISIONS

18.1 Legal Jurisdiction

This contract shall be governed and interpreted in accordance with the laws of the State of New Jersey. The Contractor further agrees, ~~as~~ a distinct and separate contract obligation in addition to any other requirements of the law, to be bound by the terms of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 ~~et seq.~~, with regard to the presentation and prosecution of any Claims against the Authority.

18.2 Laws ~~to~~ be Observed

The Contractor ~~shall~~ keep fully informed of all Federal, State and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or Authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with, and shall cause its agents and employees to observe and comply with, all such laws, ordinances and regulations orders and decrees, and shall protect and indemnify the Authority and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, ~~regulation~~, order or decree whether by the Contractor or its employees, agents, subcontractors of any tier, suppliers or materialmen. If any discrepancy is discovered between the Contract Documents and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Authority in writing.

18.3 Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work.

18.4 State Sales Tax

Materials, supplies or services for exclusive use in erecting the structures or buildings or otherwise improving, altering or repairing the School Facilities that are encompassed by this Package are exempt from the State sales tax. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

18.5 Assignment of Contract Funds and Claims

The Contractor shall not transfer or assign to any party any contract funds, due or to become due, or claims of any nature it has against the Authority, without the written approval of the Authority. The Authority, in sole discretion, considering primarily the interests of the Authority, the State and the Client School District may grant or deny such approval.

18.6 Independent Contractor

The relationship of the Contractor to the Authority is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer or employee of the Authority by reason hereof. The Contractor shall not, by reason hereof, **make** any claim, demand, or application to or for any right or privilege applicable to an ~~officer~~ or employee of the Authority, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

18.7 Third Party Beneficiary Clause

It is specifically agreed between the parties executing the Contract that no provision of the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for **personal** injuries or property damage pursuant to the terms or provisions of the Contract.

It is the further intent of the Authority and the Contractor in executing the Contract that no individual, firm, corporation, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work becomes thereby a third party beneficiary of the Contract.

18.8 Limitation of Liability

Whether as a result of breach of Contract, tort (including negligence), or otherwise, the Authority will not be liable to the Contractor for any special, consequential, incidental, or penal damages including, but not limited to, loss of profit or revenues, loss of ~~rental~~ value for ~~contractor-owned~~ equipment, ~~damages~~ to associated equipment, cost of capital, or interest of any nature.

18.9 Affidavit Concerning Gifts to Authority Employees and Agents

The Contractor shall not give any ~~gifts~~ of any nature, nor any gratuity in any form whatsoever, nor loan any money or anything of value to any Authority employee or relative thereof. The Contractor shall not rent or purchase any equipment or supplies of any nature whatsoever from any Authority employee or relative thereof. Similarly, such ~~gifts~~, gratuities, loans, rentals or purchases shall not be given to or made from any agent of the Authority during the period of time that such agent is performing any function related in any way to the Package. Before receiving final payment, the Contractor shall execute, under

oath, any affidavit, on forms provided by the Authority, swearing that the it has given no such prohibited gift, gratuities, or loans nor made any such prohibited rentals or purchases.

18.10 Personal Liability of Public Officials.

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them ~~by~~ or within the scope of the contract, there shall be no personal liability upon any officer, member of the Board, or employee of the Authority either personally or as officials of the Authority, it being understood that in ~~all~~ such matters they act solely as agents and representatives of the Authority.

18.11 No Waiver of Legal Rights.

Notwithstanding any other provision of the Contract, for a period of three years ~~after~~ Final Acceptance and Completion of a Project, all estimates and payments made pursuant to the Contract Documents, including the Certificate of Final Acceptance and Completion and final payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of the amount of the payments. The Contractor and the Authority agree to pay to the other any sum due under the provisions of this Article, provided, however, if the total sum to be paid is less than \$100, payment will be waived.

A waiver on the part of the Authority of any breach of any part of the Contract is not to be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Authority at any time both ~~before~~ and after Contract Completion for latent defects, fraud, such gross mistakes as may amount to fraud, or actions affecting the Authority's rights under any warranty or guarantee.

18.12 Recovery ~~of~~ Monies by the Authority.

Whenever it is provided in the Contract Documents that the Authority is to withhold or deduct money from any monies due or that may become due the Contractor, or that the Contractor is to pay or ~~return~~ monies for any reason, or that the Authority ~~can~~ charge against the Contractor certain costs or assessments, or that Authority can recover any sum for any reason ~~from~~ the Contractor, it is understood that the Authority has available to it any monies due or that may become due the Contractor under the Contract and on other contracts between the Contractor and the Authority. Such other contracts shall include joint ventures in which the Contractor is a participant, but **only** to the extent of its participation. The right to recover against the Contractor ~~as herein~~ provided is in addition to and does not affect the right of the Authority to seek recovery against the Contractor or surety under the Contract, bonds, or as otherwise allowed by the law.

18.13 Prevailing Wage

The Contractor and each of its subcontractors shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto. The Contractor and its subcontractors shall certify their compliance with this law on forms satisfactory to the Authority prior to receiving payments.

18.14 Patents

If any design, device, material or process covered by letters of patent or copyright is used in the Work, the Contractor shall provide for such use ~~by~~ suitable legal agreement with the patentee or owner. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or

processes used on **or** incorporated in the **Work**. The Contractor shall defend, indemnify, and save harmless the Authority from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright.

18.15 Environmental Protection

The Contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling protection of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, **ponds**, rivers, wetlands, **groundwater**, and reservoirs with chemicals, fuels, oils, bitumens, or other **harmful** materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

18.16 Buy American Requirements

The Contractor shall comply with N.J.S.A.5232-1 and N.J.S.A. 52:33-1 **et seq.**, which prohibit the use by the Contractor or subcontractor of materials or farm products produced and manufactured outside of the United States on any public work.

18.17 Modification

No modification or amendment of this Contract **or** any provision contained therein shall be effective unless it is in writing and executed by both the Authority and the Contractor.

18.18 Affirmative Action Requirements

During the performance **of** this Contract, the Contractor agrees as follows:

- a. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees **are** treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other **forms** of compensation, and selection **for** training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided **by** the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- h. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional **or** sexual orientation.
- c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a Notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the Contractor's commitments under **this** act, and shall **post** copies of the Notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor or subcontractor, where applicable, agrees to comply with any and all regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions (1), (2) and (3), as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (1) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three working Days of the Contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under the Contract and in accordance with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five working Days prior to the commencement of construction work, the Contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared directly to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2) below; and the Contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
 - (2) If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (1) above, or if the Contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

- (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (c) Prior to commencement of work, to request the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings.
 - (d) To leave standing requests for additional referral of minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area, until such time as the work force is consistent with the employment goal.
 - (e) If it is necessary to lay off some of the workers in a given trade on a Project Site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees ~~remain~~ on the Site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor on any other Construction Site in the area on which its work force composition is not consistent with an employment goal established pursuant to N.J.A.C. 17:27.
- (3) To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or Subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals, and if the Contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the ~~skills~~ and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further that, if necessary, the Contractor or subcontractor shall hire minority ~~and~~ female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are l i t e d by the provisions of paragraph 3. below.
 - (ii) If the Contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, ~~in the event~~ the Contractor's or subcontractor's ~~work~~ force is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said Contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual

qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

- (iv) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the Contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- (3) The Contractor or subcontractor **agrees** that nothing contained in the preceding provision (2) shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (2) without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ minority and female advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total work force for the construction trade, which percentage significantly exceeds the apprentice-to-journeyworker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. **Also**, the Contractor or subcontractor agrees that, in implementing the procedures of the proceeding provision (2), it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (4) The Contractor agrees to complete an Initial Project Manning ~~Report~~ on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three working Days after signing a construction Contract; and to submit a completed copy of a Monthly Project Manning ~~Report~~ to the Affirmative Action Office and to the public agency compliance officer once a month (by the seventh work day of each month) thereafter for the duration of ~~this~~ Contract. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction Project.
- (5) The Contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

- (6) Provisions (e) and (f) are not required for subcontractors with four or fewer employees in the company or a Contractor which has presented evidence of a federally approved or sanctioned affirmative action program.

ARTICLE 19 WARRANTIES

19.1 The Contractor warrants to the Authority that (1) the Work performed conforms to the Contract requirements and is free of any defect of equipment, material or design furnished or workmanship performed by the Contractor or any of its subcontractors, fabricators or suppliers at any tier, (2) materials and equipment furnished under the Contract Documents are new and of good quality, and (3) the Project is fit for use for its intended function.

19.2 The warranties shall commence upon Substantial Completion of a Project and continue for one year, ~~unless~~ otherwise stated in the Contract Documents. The warranties shall require the Contractor to remedy at its own expense any defect or failure in the Work to meet the requirements of the Contract Documents. In addition, the Contractor shall remedy at its own expense any damage to the School Facility when that damage is the result of the Contractor's failure to conform to Contract requirements or to any such defect of equipment, material, workmanship or Contractor furnished design. The Contractor shall also restore any Work damaged in fulfilling the terms of ~~this~~ Article. The Contractor's warranty with respect to Work repaired or replaced hereunder shall run for one year from the date of repair or replacement.

19.3 The Authority shall have full authority to ~~undertake~~ enforcement of the warranties. Within seven Days of receipt by the Contractor of written notice of a failure of any of the Work to satisfy the Contractor's warranties, the Contractor shall consult with the Authority to determine when and how the Contractor shall remedy such failure; provided however, that in the case of an emergency requiring immediate curative action, the Contractor shall immediately implement such action as deemed necessary by either the Contractor or the Authority to correct the emergent condition. If the Contractor ~~does~~ not use its best efforts to proceed promptly to meet its warranty obligations or should no ~~agreement~~ be reached within seven (7) days (or immediately in the case of an emergency) between the Contractor and Authority regarding how to effectuate warranty repairs, the Authority, after notice to the Contractor, shall have the right to perform the repairs and the cost thereof shall be ~~borne~~ by the Contractor.

19.4 The Contractor shall obtain from all subcontractors and cause to be extended to the Authority, without in any way derogating the Contractor's own representations and warranties, appropriate warranties, guarantees and obligations with respect to design, materials ~~workmanship~~, equipment, tools and supplies furnished by such subcontractors for periods at least as co-extensive in duration with the Contractor's warranties for ~~such~~ work. All such warranties, guarantees and obligations shall be in writing and shall run directly to and be jointly and severally enforceable by the Contractor and/or the Authority and their respective successors or assigns. The Contractor shall be ~~responsible~~ for enforcing such warranties, guarantees and obligations, at its own expense, in the name of and on behalf of the Authority if the Authority so requests.

19.5 The Contractor's warranties and all subcontractor warranties shall be assignable by the Authority without approval of any Contractor or subcontractor, ~~which~~ assignment shall be effective upon delivery of written notice of the assignment to the Contractor.

19.6 The foregoing warranties are in addition to all manufacturer warranties required by the Contract Documents and all rights and remedies available under the Contract Documents or applicable law and shall not limit the Contractor's liability or responsibility imposed by the Contract Documents or applicable law with respect to the Work.

SUPPLEMENTARY CONDITIONS

Cabling, Telephone, Network Electronics & Servers E-Rate Contract Contract #ES-0029-E01

The following supplements add to the General Conditions. Where any article, paragraph, or subparagraph of the General Conditions is added to, the original provisions of such article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1: CONTRACT COMPONENTS: INTERPRETATION OF CONTRACT DOCUMENTS

1.1 Add the following sentence...

Contract Documents includes, but is not limited to, the following documents:

General Conditions dated January 16, 2002

Supplementary Conditions dated November 16, 2004

PRIME GC CONTRACT (OR) means the contract for the general construction and all other building trades with the exception of the C051 trade that is being procured under the specifications included in this project manual.

1.7 Add the following sentences...

The contractor is responsible to maintain the DCA approved drawings and specifications on the jobsite at all times.

ARTICLE 2: THE AUTHORITY

No Changes

ARTICLE 3: THE CONTRACTOR

3.3 Add the following sentences...

The contractor must submit a quality management plans for the Authorities review and approval within 2 weeks of the Notice to Proceed.

3.5 Delete in it's entirety and add the following:

Schedule: The Contractor shall at all times schedule and direct the Work to provide an orderly progression of the Work to achieve Completion within the time specified in the Contract Documents, including furnishing such employees, materials, facilities, and equipment and working such hours, including extra shifts and overtime hours, out of sequence and phased work as may be necessary to achieve the goal, all at the Contractor's own expense.

ARTICLE 4 – TIME: PROGRESS SCHEDULE

1.2 Add the following sentences

Project I Mildred B. Garvin MicroSociety ES

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion.

Project 2 Langston Hughes ES

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion

Project 3 ES #5

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion

4.4 *Add the following sentences ...*

In addition to their baseline schedule, the contractor shall issue and update a summary schedule in the format of Attachment A (see Supplementary Conditions Section 20 Attachment A.) The contractor must submit this schedule in Microsoft Excel or Primavera P3e format **as** chosen by the Authority.

Updated progress schedules are to be submitted weekly at progress meetings

Manpower projections and requirements shall be furnished **as** required to maintain the schedule and at the request and determination of the Authority. Skilled manpower shall be increased in order to maintain the project schedule at the direction of the Authority.

The Contractor is responsible to furnish to the Authority and the Prime Contractor a two-week **look** ahead schedule as required in advance of the work. Safety issues shall be included in this look ahead schedule.

ARTICLE 5: PROSECUTION AND PROGRESS OF THE WORK

5.1 *Add the following sentences...*

The contractor's duly authorized representative (Project Manager) will participate in all job meetings no less than once a week, for the duration of the contract.

Contractor must supply a competent full time English speaking superintendent also fluent in the native languages of all contractors forces for the duration of the project; at each school said superintendent will perform in a non-working capacity. The Authority reserves the right to require the immediate replacement of said superintendent for any reason and at the discretion of the Authority.

5.2 *Add the following sentences...*

Alcohol, drugs and weapons shall not be allowed on the jobsite under any circumstances, and shall be cause for immediate expulsion. In addition, only those persons directly involved with the project will be allowed on the site. In no event will minors be admitted to the Construction site.

Anyone under the influence of alcohol or drugs will be immediately and permanently removed from the jobsite.

5.3 *Add the following sentences...*

The contractor will NOT have exclusive use of the site.

Contractor shall include the cost for coordinating their work with other trades working in the same building.

Should question of union jurisdiction arise, the Contractor shall take immediate steps to settle such disputes and shall use such labor as may be determined by union jurisdiction, at no additional cost to owner. Should he fail to take expeditious actions, he will be responsible for any time lost due to delays arising from such disputes.

5.4 Add the following sentences...

The Authority provides building permits **as** issued by the NJDCA, if required. Any and all other required permits/approvals and the associated costs are the responsibility of the Contractor.

The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions **as** to compensation.

The Authority will designate a Project Management Firm (PMF) to directly manage the Contract, and the Contractor shall report to this PMF.

5.7 Add the following sentences...

The contractor shall notify the authority in writing **72** hours prior to required inspections from DCA. The contractor shall not directly request any inspection from DCA.

See Attachment C of section 20 for a list of typical DCA project inspections to be used as a guide. This list is only a guide and is not to be construed as the only inspections required. The contractor is responsible to ensure proper DCA inspections are obtained before they proceed with new or added work.

All controlled inspections as may be required are the full responsibility of the Contractor

5.7.1 Add the following sentences...

The Contractor is to fully cooperate and provide supervision, standby labor, and equipment during all inspections, including providing all required documentation and approved drawings, etc.

During DCA inspections, the contractor is to provide proper supervision, labor and equipment to facilitate the inspection at no additional cost to the contract. Applicable work shall not proceed without the approved DCA inspection.

5.8 Add the following sentences...

The site and specific work areas must be cleaned daily. If the contractor fails to properly and completely clean up after each shift, the next scheduled shift will be utilized by the PMF to complete the cleaning prior to being allowed to proceed with any contract scopes of works. The contractor is to provide full time dedicated labor forces to provide on-going cleaning. Failure will result in lost time at no additional cost to the contract. In the event outside cleaning services are required, the contractor shall be back charged for the full costs of said services plus the cost of supervision by the Authority.

The work area must be broom swept and all debris must be removed at the end of every shift to the satisfaction of the Authority.

5.9 Add the following sentences...

The contractor is responsible to maintain all submitted shop drawings on the jobsite at all times. These submittals should be filed by specification number and review status.

S.12 Add the following sentences...

This Contractor will be responsible for hoisting of its material and equipment. Only approved systems meeting applicable safety standards shall be used. Prior notification is required before new hoisting equipment is delivered to the site for use.

Storage of Contractor's material/equipment in and around the site will be at the discretion of the Authority. The site equipment, vehicles and material must be secured when not in use and are the responsibility of the Contractor.

5.13 Add the following sentences...

Only products noted in the contract specifications are acceptable for use. Request for substitution must be submitted as specified in the contract documents at no additional cost to the project.

5.16 Add the following sentences...

Contractor shall not shutdown any service or utility without prior coordination and notification. Written approval by the proper school operations and maintenance personnel is required. Written notification shall be a minimum of 48 hours in advance.

All utilities are to be connected by a qualified and licensed professional (i.e.: electrician, plumber, HVAC mechanic.) The contractor is to furnish and maintain temporary electric power including GFCI protection, telephone, and water for the completion of the work and for their office trailers including the payment of all monthly usage charges for the duration of the contract.

5.17 Add the following sentences...

The Contractor will be fully responsible for all, layout & surveying of his work. The contractor shall maintain and protect all monuments and control points and shall re-establish those that are lost.

5.18.1 Add the following sentences...

At no time will any exterior site access be left unsecured, temporarily barricaded and/or unguarded. It is the requirement of the contractor to protect their own work.

All Contractor personnel are to possess valid photo identification cards at all times. The contractor will issue these photo identification cards to all personnel.

All Contractor personnel must sign in and out daily. A copy of this daily sign in sheet will be given to the Authority.

The contractor shall include any cost for permits that may be required for street closing, sidewalk closing, and any enforcement requirements for their work (i.e.: Police).

Contractor may be required to supply a full time watchman for the duration of the work when pipe scaffolding and/or bridging required to complete the work is left in place overnight on the exterior of the building. These matters will be coordinated with the Prime GC.

5.19 – Delete in its entirety. Authority Field Offices will be provided by the Prime General Contractor and therefore not required under this contract.

5.22 Add the following sentences...

Contractor shall furnish labor, materials and equipment to furnish, erect, move and transport scaffolding needed to perform this Contractor's work.

Contractor is NOT required to provide toilet facilities as the Prime General Contractor will be providing Toilet Facilities for use by the Contractor.

5.23 Add the following sentences...

The contractor is responsible for providing temporary heat for his/her workers as required to perform the scope of work.

The Contractor is responsible for providing electric power with GFCI protection. In the event that the site does not have electric power, it is the Contractor's responsibility to furnish and maintain portable electric sources or temporary connections as may be necessary to perform the scope of work required. The contractor is required to provide temporary utility poles, panels, lights and meters **as** required in accordance with all applicable codes and regulations.

5.24 Add the following sentences...

Prior to mobilization, the Contractor shall submit to the Authority a site-staging and logistic plan for review and approval. All material and equipment must be stored **as** outlined by the plan and to the satisfaction of the Authority, OWNER and in coordination with the Prime GC.

Location of Contractor's waste container is to be at the discretion of the Authority and/or OWNER for each work location. Containers must be covered at all times and removed daily, when full.

Contractor is responsible for the sidewalks, curbs, streets and other property that may become damaged during their operations. The Contractor shall replace said property to the satisfaction of the Authority, OWNER, and the property owner.

Contractor shall provide a Traffic Plan that meets the requirements of the local municipality where applicable. The contractor must use Gate specified **as** the primary means of egress into the project site by the Prime GC.

All trucks and equipment leaving the jobsite will be cleaned and hosed off as necessary. The tracking of material and debris onto public streets will not be permitted.

All trucks leaving the jobsite with materials of any kind must be covered.

The Contractor is responsible for all public street cleanings resulting from material, debris or soil being tracked or dropped outside the project site by their vehicles. Access and egress portal for Contractor personnel will be at the discretion of the Authority, Prime GC and OWNER as per the pre-submitted and approved site logistic plan.

ADDITIONAL CONDITIONS

5.25.1 Add the following sentences...

Contractor's shall include all cost for permits, licenses, certificates, UL labels, guarantees, test reports, coordinating and scheduling inspections, applications and necessary fees pursuant to specifications, codes and any and all Governmental Agency having jurisdiction. Contractor shall also include the costs for all overtime, out of sequence and phase work, premium time and shift costs **as** necessary to complete the work and maintain the schedule in coordination with the Prime GC.

5.25.2 Add the following sentences...

The Work of this Contractor shall commence upon execution of this contract or notification to proceed. This Contractor must immediately satisfy specific contract requirements, which will otherwise prohibit on-site activities, delay work, and/or prevent payment. These requirements include but are not limited to:

Insurance Compliance (see Article 8 of the General Conditions).

- Submittal Schedule -submittals, cuts & shop drawings (see Specification Section **1300**).
- Fabrication and installation schedule (See Specification Section 1310)
- Trade Payment Breakdown Compliance (See Article **13.2** of the General Conditions).
- Site logistics plan/traffic plan.
- Site-specific safety plan.
- Quality management plan.
- Emergency action plan.
- A schedule of values including the following General Conditions breakdown items:

Insurance/Bonding

Trailers

Office Trailer Equipment

Utilities

Safety Protection

Winter Protection

Maintenance and cleanup of streets if applicable (including costs for a mechanical street sweeper)

Site Cleanup/Snow Removal By Prime GC

Cleanup and Dumpsters

Project Schedule and Monthly Updates

Shop Drawing Value (5% of the Contract Value)

Final Cleanup

Attic Stock

Equipment Startup

Testing and Inspection

As-builds, O&M Manuals and Training

Progress photos

Video Tape of Orientation and Training

5.25.3 Add the following sentence...

Contractor shall submit the previous day's Daily Field Report and Daily Sign-In/Out Sheets to the Authorities office before 10:00 AM. These sheets are to be standard NJSCC forms and copies of all reports/sign-in sheets are to be maintained on site for the duration of the project by the prime contractor.

ARTICLE 6: SUBCONTRACTORS

No Changes

ARTICLE 7: CHANGES IN THE WORK

7.6 Add the following sentences..

Contractor's bids shall include all escalation costs for the complete execution and duration of this Contract. No subsequent claim of escalation charges will be permitted for work completed.

All after hours and weekend work necessary to meet the project schedule is to be included as part of the lump sum bid. The Contractor's bid shall also include the cost for all overtime, out of sequence and phased work, premium time and shift costs as necessary to maintain the schedule.

ARTICLE 8: INSURANCE AND BONDS

8.2.4.1 Line 9 after the words "...The Client School District" insert "Authority and the Design Consultant"

ARTICLE 9: SUSPENSION OF THE WORK

No Changes

ARTICLE 10: DEFAULT AND TERMINATION

Add the Following:

10.3.8 If the Authority determines that a school project included in the overall contract will not proceed into construction then the contractor will be advised to remove this work from the contract. This determination should be made prior to the Authority issuing a Notice to Proceed with work in the specific school project. The Contractor then will be reimbursed for the cost incurred to date at a maximum of three thousand dollars (\$3,000.00).

ARTICLE 11: ACCEPTANCE AND COMPLETION

No Changes

ARTICLE 12: LIQUIDATED DAMAGES

Liquidated Damages Amounts:

Substantial Completion \$1,500.00/Calendar Day per school

Final Acceptance and Completion \$1,500.00 /Calendar Day per school

ARTICLE 13: PAYMENT

13.2.3 Add the following sentences...

Schedule of Values shall include a detailed itemized breakdown of all General Requirements (including Mobilization Safety and Logistics) and all trades required for the work.

ARTICLE 14: PROTECTION OF PERSONS AND PROPERTY

No Changes

ARTICLE 15: DOCUMENTS AND RECORDS

No Changes

ARTICLE 16: RISK OF LOSS AND INDEMNIFICATION

No Changes

ARTICLE 17: DISPUTE RESOLUTION

No Changes

ARTICLE 18: LEGAL RELATIONS AND MISCELLANEOUS PROVISIONS

No Changes

ARTICLE 19: WARRANTIES

No Changes

SBE UTILIZATION ATTACHMENT FOR 100% STATE FUNDED CONTRACTS

I. UTILIZATION OF SMALL BUSINESS CONTRACTORS/CONSULTANTS.

Failure of the Contractor/Consultant to carry out the requirements set forth in this attachment shall constitute a breach of contract for which the NJSCC may terminate the contract or pursue such other remedy as the NJSCC deems appropriate. The Contractor/Consultant shall physically include the provisions set forth in this attachment in all subcontracts.

II. CONTRACTOR'S/CONSULTANT'S OBLIGATION.

The Contractor/Consultant shall take all ~~necessary~~ and reasonable steps to ensure that small businesses enterprises (SBE) as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform contracts. The Contractor/Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Contract.

III. COMPLIANCE.

All certificates, forms and documents required by this attachment are part of the Contract and shall be completed by the Contractor/Consultant. NJSCC will be the sole judge of proper compliance with the requirements set forth herein.

IV. GOALS FOR THIS CONTRACT.

- A. Consistent with the set aside goals of **5%** to businesses registered in the category of **gross** revenues that do not exceed \$1 million; and 10% to businesses registered in the category of having **gross revenues** exceeding \$1 million consistent with the standards established at 13 C.F.R. 121.201; and 10% to businesses in either category, the NJSCC encourages contractors to provide opportunities to SBE firms to participate in the performance of all projects.

1. Only SBEs properly certified prior to the date of bid with the New Jersey Commerce and Economic Growth Commission will be considered in determining whether the Contractor/Consultant ~~has met~~ the Contract goals.
2. A database of certified SBE firms is available for review from the New Jersey Commerce and Economic Growth Commission. **This** database is to be used **as** source of information only, and does not relieve the Contractor/Consultant of the responsibility of seeking out other SBE's.

V. COUNTING SBE PARTICIPATION.

- A. **The** Contractor/Consultant shall count toward its Small business goals only actual expenditures to SBEs which perform a commercially useful function on the School Facilities Package. A SBE performs a commercially useful function when it is responsible for execution of a distinct element of Work and carries out its responsibility by actually performing, managing and supervising the Work involved.

- B. If the Contractor/Consultant is a certified **as an SBE**, the actual payments made to that Contractor/Consultant will be applied forward the applicable goal. Payments made to the Contractor/Consultant for work performed by non-SBEs will not be applied toward the applicable goal.
- C. If the Contractor/Consultant is a joint venture and one or more of the individuals, partnerships or corporations comprising that joint venture is a certified **SBE**, actual payments made to the joint venture of work performed by the **SBE** member will be applied toward the goal. Payments made to the joint venture for work performed by **non-SBEs** will not be applied toward the applicable goal.
- D. In determining whether a Contractor/Consultant has satisfied the goals, the award of the subcontract to a business qualifying as a **Small** business, shall be counted toward only one of the goal.

VI. SUBMISSION OF CONTRACTOR'S/CONSULTANT'S **SBE** PLAN.

- A. **The Contractor/Consultant who is named the apparent successful bidder shall submit to the NJSCC for approval, no later than 3 State business days after the date of receipt of the Notice of Award, the following:**
 - 1. **SBE Form A - Schedule of Participation.** The Contractor shall list **all SBEs** which will participate in the contract including scope of work, actual dollar amount and percent of total Contract to be performed; **or**
 - 2. **SBE Form B - Schedule of Participation.** The Consultant shall list **all SBEs** which will participate in the contract including scope of work, actual dollar amount and percent of total Contract to be performed; **and**
 - 3. **SBE Form C - Affidavit of SBE status** which is a statement under oath by the **SBE** that the **firm** is properly certified **as an SBE**; **and**
 - 4. **Request for Exemption -** In the event the Contractor/Consultant is unable to meet the specified goals, Contractor/Consultant must submit a written request for **an** exemption from the goals. **This** request shall address items I through 4 in Article VII of this attachment; **and**
 - 5. The name of the **Contractor's/Consultant's SBE** liaison officer who shall be the person within the Contractor's/Consultant's organization primarily responsible for implementing the **Contractor's/Consultant's SBE** program.
 - 6. **Additional Information -** The NJSCC in its sole discretion may **request** additional information **from** the Contractor/Consultant prior to award of the contract in order to evaluate that Contractor's/Consultant's compliance with the **SBE** requirements of the bid proposal. Such information must be provided within the time limits established by the Authority.

VII. REASONABLE OUTREACH EFFORTS

- A. A Contractor/Consultant which fails to meet the goals for small businesses shall document the reasonable outreach efforts it has made to meet the goals. Reasonable outreach efforts shall include but not be limited:
1. Attendance at a pre-bid meeting, if any, scheduled by the NJSCC to inform potential bidders and SBEs of subcontracting opportunities under a given solicitation; and
 2. Solicitations of SBEs as subcontractors for the School Facilities Package, including advertisements in general circulation media, trade association publications, and small business focus media. Such solicitations shall be made at a sufficient length of time before the date set for receipt of bids to permit a meaningful response from SBEs. The Contractor/Consultant shall maintain records regarding each SBE's contacted as a potential subcontractor and the reasons why that business was not used by the Contractor/Consultant; and
 3. Efforts made to identify work categories capable of being performed by SBEs; and
 4. Efforts made to use the services of available community organizations, contractor/consultant groups, and local, State and Federal agencies that provide assistance in the recruitment and placement of SBE's.

VIII. CONSENT BY NJSCC TO SUBLETTING

- A. The NJSCC will not approve any subcontract proposed by the Contractor/Consultant unless and until said Contractor/Consultant has complied with the terms of this Attachment.
- B. The Contractor/Consultant shall provide the NJSCC with a listing of firms, organizations or enterprises to be used as subcontractors on the School Facilities Package. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent by the Contractor/Consultant to the NJSCC. The notice shall include the subcontractor's classification and reason for termination.

IX. RESPONSIBILITY AFTER CONTRACT AWARD.

- A. The Contractor/Consultant shall advise the NJSCC of any change regarding the work to be performed by a SBE whose name was submitted on the SBE Form A or Form B for the purpose of meeting the Contract goals.

- B. If a SBE which was to be used by the Contractor/Consultant to meet one of the goals does not performed the work, the Contractor/Consultant shall attempt to replace that Small business with another Small business. If the Contractor/Consultant fails to **replace** the business with a Small business, it shall document to the NJSCC the reasons for such failure and the NJSCC may review the Contractor's/Consultant's subcontracting practices to determine if it is engaging in unlawful discrimination.

X. DOCUMENTATION.

- A. The NJSCC may at any time require such information as it deems **necessary** to ascertain the compliance of any Contractor/Consultant with the terms of these provisions.

B. Records and Reports

The Contractor/Consultant shall keep such **records as** are necessary to determine compliance with its **SBE** obligations. The records kept by the Contractor/Consultant must **contain** information which demonstrates:

1. The names of **SBE** contacted for Work on the Contract.
2. The **type** of Work to be done **or** services to be performed by all subcontractors on the Contract.
3. The actual dollar amount of Work awarded to **SBEs**.
4. The progress and efforts **being** made in seeking out and **utilizing** **SBEs**. This would include solicitations, quotes, and bids **regarding** work items, supplies, and leases.
5. Documentation of all correspondence, contacts, and telephone calls, **used** obtain the **services** of **SBEs** on the Contract.

- C. **As required** by the NJSCC, the Contractor/Consultant shall submit **reports pertaining** to contracts and business transactions with **SBEs**.

- D. **All** such records shall be maintained for a period of three years following final payment and shall be available **for** inspection by the NJSCC.

XI. SANCTIONS.

Failure of a Contractor/Consultant to comply with these provisions may result in bid rejection, reduced classification, suspension, debannet **or** the institution of other appropriate actions by the NJSCC.

NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION
SBE FORM A – SCHEDULE OF SBE PARTICIPATION FOR CONTRACTORS
NJSCC Procurement Project Officer

CONTRACT NO: _____

School District _____

PRIME FED ID NO.: _____

CONTRACT AMOUNT \$ _____

Municipality _____

DATE OF AWARD _____

Name of SBE Contractor	Category (see below)	Address, Telephone Number & Contact Person	Type of Work Performed (Electrical, Mechanical, Structural, etc.)	Subcontract Amount	Projected Start/End Dates	% of Total Contract
				\$		
				\$		
TOTALS						

 CONTRACTOR - PRINT NAME

 PREPARED BY (PRINT)

 PRIME'S SBE LIAISON PRINT NAME

 CONTRACTOR – ADDRESS

 SIGNATURE & TITLE

 TELEPHONE (Include Area Code)

NOTE: A minimum of 25% (5% to Category 4, 10% to Category 5, and the remaining 10% to be allocated among Category 4 and/or 5) of the Contract Amount shall be Set-Aside for SBEs that fall within the following categories:

NJ STATE GOALS:

Category 4: Contract Award to SBE's with less than \$1 MM in Gross Revenue.

Category 5: Contract Award to SBE's with Gross Revenue exceeding \$1 MM consistent with standards established at 13 CFR 121.201

SCC Form A (revised 11/21/03)

SBE FORM C - CONFIRMATION STATEMENT OF SBE STATUS

CONTRACT# _____ PRIME FEDERAL ID #: _____

I, _____ OF THE CITY OF _____
AND THE STATE OF _____, CERTIFY THAT:
I AM THE _____ OF THE FIRM OF _____
HAVING AN ADDRESS OF _____
WHICH FIRM IS CERTIFIED AS A SBE BY THE NEW JERSEY COMMERCE AND ECONOMIC
GROWTH COMMISSION.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS
CERTIFICATION AND WILL PROVIDE THE INFORMATION REQUESTED BY THE NEW JERSEY
SCHOOLS CONSTRUCTION CORPORATION TO DOCUMENT THE FACT THAT THE SAID FIRM
IS A BONA FIDE SBE.

I FURTHER STATE THAT I AM AWARE MY FIRM HAS BEEN IDENTIFIED AS A **SUB-**
CONTRACTOR, SUB-CONSULTANT, OR GOODS AND SERVICES PROVIDER ON THE ABOVE CONTRACT
TO MEET THE NJSCC's SBE GOALS.

SPECIFICALLY, MY SUBCONTRACT AMOUNT IS :\$ _____

I HAVE ATTACHED A COPY OF MY SBE REGISTRATION FROM THE NJ COMMERCE AND ECONOMIC
GROWTH COMMISSION.

Corp. Seal

Signature

Date

NOTE: This **Form C** is to be completed by ALL Sub-Contractors, Sub-Consultants, or Goods and Service Providers
engaged and certified as an SBE in this Contract Bid/Proposal.

SCC Form C (revised 11/21/03)

PREVAILING WAGE RATES

In accordance with the New Jersey State Prevailing Wage Act, the NJSCC has obtained the Prevailing Wage Rate Determination from the New Jersey Department of Labor in effect for this project at the time of bid.

As there may be a delay between **the** time of bid and the time of contract award, it is the successful bidder's responsibility to confirm with the New Jersey Department of Labor the prevailing wage rates in effect at the time of contract award to ensure compliance with the Prevailing Wage Act. The NJSCC bears no responsibility for changes in wage rates.

CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any Corporation officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Corporation officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any Corporation employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that Corporation officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any Corporation officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any Corporation officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonable inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of the Corporation will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an Corporation employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Corporation's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and any other Corporation Code of Ethics.

* Vendor is defined as any Contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with Corporation.

SECTION 01010 - SUMMARY OF WORK

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including but not limited to, General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 RELATED SECTIONS / DOCUMENTS

- A. Section 01020 Allowances
- B. Section 01030 Alternates
- C. Section 01380 Photographs

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Package Data

- 1. Owner: New Jersey Economic Development Authority (Authority)
36 W. State Street
Trenton, NJ 08625
- 2. District: East Orange
- 3. Contract #: ES-0029-E01
- 4. Contract Name: Cabling, Telephone System, Network Electronics and Servers
- 5. Package#

- B. The following is a general description of the School Facilities projects contained in this School Facilities Package.

- 1. Project #1 Mildred B. Garvin MicroSociety ES

Provide cabling, telephone system, network electronics and servers for this building and all related items as specified herein.
- 2. Project #2 Langston Hughes ES

Provide network electronics and servers for this building and all related items as specified herein.
- 3. Project #3 ES #5

Provide network electronics and servers for this building and all related items as specified herein.

SECTION 01010 - SUMMARY OF WORK

C. Contract Documents, dated December 9, **2004** were prepared for the Project by:

Thomas Associates
Princeton Forrestal Village
103 Main Street
Princeton, New Jersey 07208

1.4 ALLOWANCES

<u>Allowances</u>	<u>Amount</u>
1. Cabling (Mildred B.Garvin MicroSociety ES only)	\$12,600

1.5 ALTERNATES

- Alternates
1. Additional Network Electronics –Alternate T1
 2. Additional Network Servers – Alternate T2

1.6 WORK SEQUENCE

- A. The Work will be done in one phase on a per project basis.

1.7 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall have use of the premises for construction operations, including use of the site as limited by phased areas indicated on documents.
- B. Use of the Site: Confine operations to areas within phasing and contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- I. Driveways and Entrances: Keep driveway and entrance serving the Project clear and available to the school, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OCCUPANCY REQUIREMENTS

- A. Occupancy: The school may be occupied during the construction period. Cooperate with the Client School District staff during construction operations to minimize conflicts with their usage. Perform the Work so as not to interfere with the school's daily routine.

1.9 PHOTOGRAPHS

- A. The Contractor shall take as many digital photographs of the overall project as necessary to record existing conditions within **48** hours after issuance of a Notice to Proceed.
- B. The Contractor shall take a minimum of 12 digital photographs on the 15th of each month. These photographs shall be submitted with the monthly pay applications.

SECTION 01010 - SUMMARY OF WORK

- C. The Contractor shall take a minimum of 24 digital photographs upon Substantial Completion of his Contract.
- D. The Project Management Firm shall be furnished with 2 prints and electronic **file** taken from each of the above required photographs.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010